

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|--|---|---------------------|
| KNIGHTBROOK INSURANCE COMPANY | : | CIVIL ACTION |
| | : | |
| v. | : | |
| | : | NO. 15-2929 |
| NORTHFIELD INSURANCE COMPANY | : | |

ORDER

AND NOW, this 26th day of January 2016, upon consideration of Plaintiff's Motion for Summary Judgment (ECF Doc. No. 20), Defendant Northfield Insurance Company's Cross-Motion for Summary Judgment (ECF Doc. No. 21), Oppositions (ECF Doc. Nos. 22, 23), following oral argument and for the reasons in the accompanying Memorandum, it is **ORDERED**:

1. Plaintiff Knightbrook Insurance Company's Motion (ECF Doc. No. 20) is **GRANTED** as to duty to defend but **DENIED** as to a duty to indemnify. Plaintiff shall file a certification of its reasonable attorneys' fees and costs incurred and paid on the insured's behalf on or before **February 4, 2016** and Defendant may file a response to the Plaintiff's certification of reasonable fees and costs on or before **February 12, 2016**; and,

2. Defendant Northfield Insurance Company's Motion for Summary Judgment (ECF Doc. No. 21) is **GRANTED** as to a duty to indemnify but **DENIED** as to a duty to defend.



KEARNEY, J.